

**Jun 17 2025**CLERK U.S. DISTRICT COURT  
DISTRICT OF ARIZONA

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

United States of America,  
Plaintiff,

vs.

Elmer Gustavo Patino Cervantes,  
Defendant.

No. CR 24-01650-002-PHX-SHD

**PLEA AGREEMENT**

Plaintiff, United States of America, and the defendant, ELMER GUSTAVO PATINO CERVANTES, hereby agree to resolve this matter on the following terms and conditions:

**1. PLEA**

The defendant will plead guilty to Count 3 of the indictment charging the defendant with a violation of 18 United States Code (U.S.C.) § 933, Trafficking in Firearms, a Class C felony offense.

The defendant will also consent to the forfeiture allegation in the Indictment.

**2. MAXIMUM PENALTIES**

a. A violation of 18 U.S.C. § 933 is punishable by a maximum fine of \$250,000.00, a maximum term of imprisonment of fifteen years, or both, and a term of

1 supervised release up to three years. A maximum term of probation is five years, including  
2 a minimum term of one year if probation is imposed.

3 b. According to the Sentencing Guidelines issued pursuant to the Sentencing  
4 Reform Act of 1984, the Court shall order the defendant to:

5 (1) make restitution to any victim of the offense pursuant to 18 U.S.C.  
6 § 3663 and/or 3663A, unless the Court determines that restitution would not be  
7 appropriate;

8 (2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a  
9 fine is not appropriate;

10 (3) serve a term of supervised release when required by statute or when a  
11 sentence of imprisonment of more than one year is imposed (with the understanding that  
12 the Court may impose a term of supervised release in all other cases); and

13 (4) pay upon conviction a \$100 special assessment for each count to  
14 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

15 c. The Court is required to consider the Sentencing Guidelines in determining  
16 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court  
17 is free to exercise its discretion to impose any reasonable sentence up to the maximum set  
18 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that  
19 the Court accepts.

20 **3. AGREEMENTS REGARDING SENTENCING**

21 a. Stipulation: Sentencing Cap. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the  
22 United States and the defendant stipulate that the defendant's sentence shall not exceed the  
23 low end of the sentencing range as calculated under U.S.S.G. § 1B1.1(a). This stipulated  
24 sentencing cap will not change based on departures considered under U.S.S.G. § 1B1.1(b).  
25 Nothing in this agreement shall preclude the defendant from moving for a downward  
26 departure, variance, or sentence below the cap, or the court from imposing a sentence below  
27 the cap.

28 b. Assets and Financial Responsibility. The defendant shall make a full

1 accounting of all assets in which the defendant has any legal or equitable interest. The  
 2 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
 3 transfer any such assets or property before sentencing, without the prior approval of the  
 4 United States (provided, however, that no prior approval will be required for routine, day-  
 5 to-day expenditures). The defendant also expressly authorizes the United States Attorney's  
 6 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
 7 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant  
 8 also shall make full disclosure of all current and projected assets to the U.S. Probation  
 9 Office immediately and prior to the termination of the defendant's supervised release or  
 10 probation, such disclosures to be shared with the U.S. Attorney's Office, including the  
 11 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
 12 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
 13 under this agreement and the law.

14 c. Acceptance of Responsibility. If the defendant makes full and complete  
 15 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's  
 16 commission of the offense, and if the defendant demonstrates an acceptance of  
 17 responsibility for this offense up to and including the time of sentencing, the United States  
 18 will recommend a two-level reduction in the applicable Sentencing Guidelines offense  
 19 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,  
 20 the United States will move the Court for an additional one-level reduction in the applicable  
 21 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

22 **4. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

23 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(A), the United States shall dismiss  
 24 Counts 1, 2, and 6 as to this defendant only at the time of sentencing.

25 b. This agreement does not, in any manner, restrict the actions of the United  
 26 States in any other district or bind any other United States Attorney's Office.

27 **5. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

28 a. If the Court, after reviewing this plea agreement, concludes that any

1 provision contained herein is inappropriate, it may reject the plea agreement and give the  
2 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.  
3 11(c)(5).

4 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,  
5 vacated, or reversed at any time, this agreement shall be null and void, the United States  
6 shall be free to prosecute the defendant for all crimes of which it then has knowledge and  
7 any charges that have been dismissed because of this plea agreement shall automatically  
8 be reinstated. In such event, the defendant waives any and all objections, motions, and  
9 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional  
10 restrictions in bringing later charges or proceedings. The defendant understands that any  
11 statements made at the time of the defendant's change of plea or sentencing may be used  
12 against the defendant in any subsequent hearing, trial, or proceeding subject to the  
13 limitations of Fed. R. Evid. 410.

14 **6. WAIVER OF DEFENSES AND APPEAL RIGHTS**

15 The defendant waives (1) any and all motions, defenses, probable cause  
16 determinations, and objections that the defendant could assert to the indictment or  
17 information; and (2) any right to file an appeal, any collateral attack, and any other writ or  
18 motion that challenges the conviction, an order of restitution or forfeiture, the entry of  
19 judgment against the defendant, or any aspect of the defendant's sentence, including the  
20 manner in which the sentence is determined, including but not limited to any appeals under  
21 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255  
22 (habeas petitions), and any right to file a motion for modification of sentence, including  
23 under 18 U.S.C. § 3582(c) (except for the right to file a compassionate release motion under  
24 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). This waiver shall  
25 result in the dismissal of any appeal, collateral attack, or other motion the defendant might  
26 file challenging the conviction, order of restitution or forfeiture, or sentence in this case.  
27 This waiver shall not be construed to bar an otherwise-preserved claim of ineffective  
28 assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section

1 II.B of Ariz. Ethics Op. 15-01 (2015)).

2 **7. DISCLOSURE OF INFORMATION**

3 a. The United States retains the unrestricted right to provide information and  
4 make any and all statements it deems appropriate to the U.S. Probation Office and to the  
5 Court in connection with the case.

6 b. Any information, statements, documents, and evidence that the defendant  
7 provides to the United States pursuant to this agreement may be used against the defendant  
8 at any time.

9 c. The defendant shall cooperate fully with the U.S. Probation Office. Such  
10 cooperation shall include providing complete and truthful responses to questions posed by  
11 the U.S. Probation Office including, but not limited to, questions relating to:

- 12 (1) criminal convictions, history of drug abuse, and mental illness; and  
13 (2) financial information, including present financial assets or liabilities  
14 that relate to the ability of the defendant to pay a fine or restitution.

15 **8. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

16 a. Nothing in this agreement shall be construed to protect the defendant from  
17 administrative or civil forfeiture proceedings or prohibit the United States from proceeding  
18 with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all  
19 monetary penalties, including restitution imposed by the Court, shall be due immediately  
20 upon judgment, shall be subject to immediate enforcement by the United States, and shall  
21 be submitted to the Treasury Offset Program so that any federal payment or transfer of  
22 returned property the defendant receives may be offset and applied to federal debts (which  
23 offset will not affect the periodic payment schedule). If the Court imposes a schedule of  
24 payments, the schedule of payments shall be merely a schedule of minimum payments and  
25 shall not be a limitation on the methods available to the United States to enforce the  
26 judgment.

27 b. The defendant agrees to forfeit, and hereby forfeits, all interest in any asset  
28 that the defendant owns or over which the defendant exercises control, directly or

1 indirectly, as well as any property that is traceable to, derived from, fungible with, or a  
2 substitute for property that constitutes the proceeds of the offense(s), or which was used to  
3 facilitate the commission of the offense(s), including the following property seized  
4 involved and used in the offense:

- 5 (1) a Century Arms, model VSKA, 7.62 caliber pistol, S/N SV7141138;
- 6 (2) a Girsan, model MC9 T, 9mm caliber pistol, S/N T6368-23CZ00445;
- 7 (3) Seventeen (17) 9mm caliber rounds of ammunition;
- 8 (4) a Carl Walther, HK MP5, .22 caliber rifle, S/N HR002841; and,
- 9 (5) Forty-eight (48) rounds of .22 caliber ammunition.

10 c. The defendant further agrees to waive all interest in any such asset in any  
11 administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal.  
12 The defendant agrees to consent to the entry of orders of forfeiture for such property and  
13 waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding  
14 notice of the forfeiture in the charging instrument, announcement of the forfeiture at  
15 sentencing, and incorporation of the forfeiture in the judgment. The defendant further  
16 understands and agrees that forfeiture of the assets is appropriate and in accordance with  
17 the applicable forfeiture statutes, which may include Title 8 U.S.C. § 1324(b), Title 18  
18 U.S.C. §§ 924(d), 981, 982 and 2253, Title 21 U.S.C. §§ 853 and 881, and Title 28 U.S.C.  
19 § 2461(c).

20 d. Forfeiture of the defendant's assets shall not be treated as satisfaction of any  
21 fine, restitution, cost of imprisonment, or any other penalty this court may impose upon the  
22 defendant in addition to forfeiture. This agreement does not preclude the United States  
23 from instituting any civil or administrative forfeiture proceedings as may be appropriate  
24 now or in the future.

25 e. The defendant agrees to waive all constitutional and statutory challenges in  
26 any manner (including direct appeal, habeas corpus, double jeopardy or any other means)  
27 to any forfeiture imposed as a result of this guilty plea or any pending or completed  
28 administrative or civil forfeiture actions, including that the forfeiture constitutes an

1 excessive fine or punishment. The defendant agrees to take all steps as requested by the  
2 United States to pass clear title to forfeitable assets to the United States, and to testify  
3 truthfully in any judicial forfeiture proceeding. The defendant acknowledges that all  
4 property covered by this agreement is subject to forfeiture as proceeds of illegal conduct,  
5 property facilitating illegal conduct, and substitute assets for property otherwise subject to  
6 forfeiture, and that no other person or entity has a legitimate claim to these items listed.

7 f. The defendant agrees not to file a claim to any of the listed property in any  
8 civil proceeding, administrative or judicial, which may be initiated. The defendant further  
9 agrees that he/she will not contest civil, administrative or judicial forfeiture of the listed  
10 property. The defendant agrees to waive his/her right to notice of any forfeiture proceeding  
11 involving this property, and agrees not to file a claim or assist others in filing a claim in  
12 that forfeiture proceeding.

13 g. The government reserves its right to proceed against any remaining assets  
14 not identified either in this agreement or in any civil actions which are being resolved along  
15 with this plea of guilty, including any property in which the defendant has any interest or  
16 control, if said assets, real or personal, tangible or intangible were involved in the  
17 offense(s).

18 h. The defendant hereby waives, and agrees to hold the government and its  
19 agents and employees harmless from any and all claims whatsoever in connection with the  
20 seizure, forfeiture, and disposal of the property described above. Without limitation, the  
21 defendant understands and agrees that by virtue of this plea of guilty, the defendant will  
22 waive any rights or cause of action that the defendant might otherwise have had to claim  
23 that he/she is a "substantially prevailing party" for the purpose of recovery of attorney fees  
24 and other litigation costs in any related civil forfeiture proceeding pursuant to 28 U.S.C. §  
25 2465(b)(1).

26 //

27 //

28 //



1     **9.     ELEMENTS**

2                     **18 U.S.C. § 933(a)(2), Trafficking in Firearms**

3             On or between November 26, 2023, and December 14, 2023, in the District of  
4     Arizona:

- 5             1.     The defendant knowingly received from another person any firearm;  
6             2.     The defendant knew or had reasonable cause to believe that such receipt  
7     would constitute a felony, to wit:

- 8                     •     A.R.S. § 13-3102(a)(4), Misconduct Involving Weapons (Prohibited  
9                     Person in Possession of Firearm)

- 10            3.     The firearm had previously been shipped or transported in interstate or  
11     foreign commerce.

12                     **Misconduct Involving Weapons (Felon in Possession of a Firearm)**

13                             **A.R.S. § 13-3102(a)(4)**

- 14            1.     The recipient knowingly possessed a deadly weapon; and,  
15            2.     The recipient was a prohibited possessor at the time of the possession of the  
16     weapon.

17            “Deadly Weapon” means anything designed for lethal use, including a firearm.  
18     A.R.S. § 13-105(15).

19            A “prohibited person” includes,

20                    (1)     any person who has been convicted within or without this state of a  
21     felony or who has been adjudicated delinquent for a felony and whose civil right to possess  
22     or carry a firearm has not been restored. A.R.S. § 13-3101(A)(7)(b), and,

23                    (2)     any person who at the time of possession is serving a term of probation  
24     pursuant to a conviction for a domestic violence offense as defined in section 13-3601 or a  
25     felony offense, parole, community supervision, work furlough, home arrest or release on  
26     any other basis or who is serving a term of probation or parole pursuant to the interstate  
27     compact under title 31, chapter 3, article 4.1.



1 **10. FACTUAL BASIS**

2 a. The defendant admits that the following facts are true and that if this matter  
3 were to proceed to trial the United States could prove the following facts beyond a  
4 reasonable doubt:

5 On or between November 26, 2023, and December 14, 2023, in the District  
6 of Arizona, the defendant, ELMER GUSTAVO PATINO CERVANTES,  
7 received from another person firearms, to wit: (1) a Century Arms, model  
8 VSKA, 7.62 caliber pistol, S/N SV7141138; (2) a Girsan, model MC9 T,  
9 9mm caliber pistol, S/N T6368-23CZ00445. On or about December 14,  
10 2023, in the District of Arizona, the defendant transferred the two guns to  
11 co-defendant, Salvador Reynaldo Garcia Moreno, and assisted in concealing  
12 those firearms, as well as seventeen (17) 9mm rounds of ammunition, inside  
13 a speaker box in Garcia Moreno's vehicle, with the intent for Garcia Moreno  
14 to smuggle those items to the Republic of Mexico.

11 On or between November 13, 2023, and August 6, 2024, the  
12 defendant obtained possessed another firearm and other ammunition, to wit:  
13 a Carl Walther, HK MP5, .22 caliber rifle, S/N HR002841; and forty-eight  
14 (48) rounds of .22 caliber ammunition. On August 6, 2024, the defendant  
15 provided consent for law enforcement to retrieve and seize the firearm and  
16 ammunition from the defendant's residence.

14 Each of the firearms detailed above was manufactured in a state other than  
15 Arizona, and therefore affected interstate or foreign commerce.

16 The defendant admits that on November 13, 2023, he was convicted of  
17 Money Laundering, a class six undesignated felony, and sentenced to 18  
18 months' probation in Maricopa County Superior Court Case No. CR2022-  
19 001195-001. The defendant further admits that he was on probation and a  
20 convicted felon (under Arizona state law) at the time of his receipt,  
21 possession, and transfer of the firearms and ammunition detailed above.

19 The defendant knew his receipt of the firearms would constitute a felony  
20 under Arizona Revised Statute (A.R.S.) § 13-3102(a)(4), Prohibited Person  
21 (Felon and on Probation) in Possession of a Firearm. Furthermore, the  
22 defendant knew that firearms were illegal in Mexico, that he did not have an  
23 import/export license.

22 b. The defendant shall swear under oath to the accuracy of this statement and,  
23 if the defendant should be called upon to testify about this matter in the future, any  
24 intentional material inconsistencies in the defendant's testimony may subject the defendant  
25 to additional penalties for perjury or false swearing, which may be enforced by the United  
26 States under this agreement.  
27  
28

**APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

I have read the entire plea agreement with the assistance of my attorney. I understand each of its provisions and I voluntarily agree to it.

I have discussed the case and my constitutional and other rights with my attorney. I understand that by entering my plea of guilty I shall waive my rights to plead not guilty, to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to present evidence in my defense, to remain silent and refuse to be a witness against myself by asserting my privilege against self-incrimination, all with the assistance of counsel, and to be presumed innocent until proven guilty beyond a reasonable doubt.

I agree to enter my guilty plea as indicated above on the terms and conditions set forth in this agreement.

I have been advised by my attorney of the nature of the charges to which I am entering my guilty plea. I have further been advised by my attorney of the nature and range of the possible sentence and that my ultimate sentence shall be determined by the Court after consideration of the advisory Sentencing Guidelines.

My guilty plea is not the result of force, threats, assurances, or promises, other than the promises contained in this agreement. I voluntarily agree to the provisions of this agreement and I agree to be bound according to its provisions.

I understand that if I am granted probation or placed on supervised release by the Court, the terms and conditions of such probation/supervised release are subject to modification at any time. I further understand that if I violate any of the conditions of my probation/supervised release, my probation/supervised release may be revoked and upon such revocation, notwithstanding any other provision of this agreement, I may be required to serve a term of imprisonment or my sentence otherwise may be altered.

This written plea agreement, and any written addenda filed as attachments to this plea agreement, contain all the terms and conditions of the plea. Any additional agreements, if any such agreements exist, shall be recorded in a separate document and

1 may be filed with the Court under seal; accordingly, additional agreements, if any, may not  
2 be in the public record.

3 I further agree that promises, including any predictions as to the Sentencing  
4 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone  
5 (including my attorney) that are not contained within this written plea agreement, are null  
6 and void and have no force and effect.

7 I am satisfied that my defense attorney has represented me in a competent manner.

8 I fully understand the terms and conditions of this plea agreement. I am not now  
9 using or under the influence of any drug, medication, liquor, or other intoxicant or  
10 depressant that would impair my ability to fully understand the terms and conditions of this  
11 plea agreement.

12 06/05/2025  
13 Date

14   
ELMER GUSTAVO PATINO CERVANTES  
Defendant

15 **APPROVAL OF DEFENSE COUNSEL**

16 I have discussed this case and the plea agreement with my client in detail and have  
17 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the  
18 constitutional and other rights of an accused, the factual basis for and the nature of the  
19 offense to which the guilty plea will be entered, possible defenses, and the consequences  
20 of the guilty plea including the maximum statutory sentence possible. I have further  
21 discussed the concept of the advisory Sentencing Guidelines with the defendant. No  
22 assurances, promises, or representations have been given to me or to the defendant by the  
23 United States or any of its representatives that are not contained in this written agreement.  
24 I concur in the entry of the plea as indicated above and that the terms and conditions set  
25 forth in this agreement are in the best interests of my client. I agree to make a bona fide  
26 effort to ensure that the guilty plea is entered in accordance with all the requirements of  
27 Fed. R. Crim. P. 11.  
28

1 06/07/2024  
2 Date

  
EDWARD GRANT HAMEL  
Attorney for Defendant

3  
4 **APPROVAL OF THE UNITED STATES**

5 I have reviewed this matter and the plea agreement. I agree on behalf of the United  
6 States that the terms and conditions set forth herein are appropriate and are in the best  
7 interests of justice.

8 TIMOTHY COURCHAIINE  
9 United States Attorney  
District of Arizona

10  
11 Date

  
TRAVIS L. WHEELER  
ADDISON OWEN  
Assistant U.S. Attorney

Digitally signed by TRAVIS  
WHEELER  
Date: 2025.05.30 10:18:52 -07'00'

12  
13  
14 **ACCEPTANCE BY THE COURT**

15  
16  
17 Date

HONORABLE SHARAD H. DESAI  
United States District Judge